

LIDMAN LAW, APC

Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com 2155
Campus Drive, Suite 150 El
Segundo, California 90245 Tel:
(424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
CHRISTINA WILLIAMS

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
CHRISTINA WILLIAMS

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CHRISTINA WILLIAMS, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

AVALONBAY COMMUNITIES, INC., a
Maryland corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22STCV14614

*[Assigned for all purposes to the Hon. Carolyn B.
Kuhl, SSC-12]*

**DECLARATION OF PLAINTIFF
CHRISTINA WILLIAMS IN SUPPORT OF
MOTION FOR APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 8, 2024
Time: 10:30 a.m.
Dept.: SSC-12

Action filed: May 2, 2022
Trial Date: None set

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I, CHRISTINA WILLIAMS, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff in this matter. This declaration is submitted in support of approval of the proposed class action settlement (“Settlement”) reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendant AvalonBay Communities, Inc. (“Defendant” or “AvalonBay”) as an hourly, non-exempt employee from approximately September 2018 through approximately December 1, 2021. I worked as a Sales and Service Supervisor and was responsible for leasing and addressing resident concerns. Also, during my employment with AvalonBay, I, along with the other hourly, non-exempt employees, were required to follow AvalonBay’s wage and hour policies and practices.

3. I do not believe I received all meal and rest breaks to which I was entitled. Specifically, as a result of the work demands imposed by AvalonBay and the understaffing, my meal breaks were often late, short, missed and/or otherwise unlawful meal periods. Additionally, I believe I was not authorized and permitted to take all my legally required rest breaks due to the work demands. Despite all of this, I was not paid meal period or rest period premiums.

4. I also was not reimbursed for using my cellular phone to complete the daily COVID-19 questionnaire. It is also my understanding that AvalonBay failed to pay me my sick leave pay at my regular rate of pay at the time of my separation of employment.

5. Because of all of the above issues at work, I do not believe I received accurate, itemized wage statements nor was I paid all of my wages owed at the time of my separation of employment with AvalonBay.

6. I have worked closely with my lawyers on this case. I answered all of their questions about my employment and made myself available to speak and meet with my lawyers whenever I was needed, including the entire day of the mediation on January 12, 2023 and throughout the settlement process.

1 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to benefit
2 my former co-workers and current employees of AvalonBay by helping them recover money owed to
3 them. As the named Plaintiff, I knew that I would be taking on certain risks that the other employees
4 would not have to take on. For example, I knew that there was a risk that I could be liable for
5 AvalonBay's costs if we lost the case. Even though I understood that joining a lawsuit is a public record
6 and could stigmatize me and may affect my future employability, I accepted that burden for the benefit
7 of other employees who worked for AvalonBay because I wanted it to pay its current and former
8 employees for all unpaid wages according to the law and face consequences for not doing so.

9 8. I have been actively involved in this case since joining this lawsuit. Without revealing
10 and/or waiving attorney-client privileged communications, I have communicated with my attorneys on
11 numerous occasions. I estimate that I have spent approximately 12-15 hours meeting with my lawyers
12 concerning the case and my responsibilities as a class representative, which included, among other
13 things, gathering various employment and non-employment related documents for use in the lawsuit,
14 reviewing documents with my lawyers and answering their questions, answering follow up questions
15 and providing guidance regarding AvalonBay's timekeeping, break schedules, COVID-19 procedures,
16 and other policies and procedures that AvalonBay required me and the hourly employees to follow, and
17 helping develop a strategy as to what documents/information to obtain from Defendants. In connection
18 with the settlement in this case, I spent over 1-2 hours reviewing the settlement agreement and
19 discussing the agreement and approval process with my attorneys. I made sure to ask my lawyers any
20 questions I had about the terms of the settlement agreement because I wanted to understand everything
21 before I signed it.

22 9. As part of the proposed Settlement, I have also agreed to a full general release of claims
23 related to my employment with AvalonBay that extends beyond the release of claims applicable to
24 members of the Class as defined in the Settlement. I understand that this includes all claims, whether
25 known or unknown, under federal, state, or local law against AvalonBay.

26 10. I believe my claims are typical of the members of the Class because they were required
27 to follow the same policies and procedures I was required to follow when I worked for AvalonBay. I
28 believe AvalonBay's policies and procedures were the same for all hourly employees in California.

1 Since the same policies and procedures applies to myself and the other hourly, non-exempt employees,
2 I believe they were not reimbursed for personal cell phone usage, did not receive all meal and rest
3 periods, did not receive accurate wage statements, and were not paid all wages owed upon separation
4 of employment.

5 11. As far as I am aware, I have no conflicts with any of the other hourly, non-exempt
6 employees.

7 12. I understand that as the proposed class representative, I am responsible for representing
8 the interests of all members of the class in litigation to recover money damages for the Class and I
9 consider the interests of the Class and put the interests of the Class before my own interests.

10 13. I understand that my attorneys will request that the Court award me Service Payment of
11 \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00 Service Payment is not
12 contingent upon me supporting the proposed Settlement.

13 I have reviewed this written statement and fully understand all of its contents. I declare under
14 penalty of perjury under the laws of the State of California that the foregoing is true and correct.

15 Executed on Aug 31, 2023, 2023 at Las Vegas, Nevada.

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Christina Williams (Aug 31, 2023 13:30 PDT)

18 CHRISTINA WILLIAMS
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